

ORIGINAL

NEW APPLICATION



0000119274

RECEIVED

13865 Sunrise Valley Drive  
Herndon, VA 20171

**VIA OVERNIGHT DELIVERY**

2010 OCT 13 P 4: 45

October 12, 2010

Mr. Brian McNeil  
Executive Secretary  
Docket Control Center  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, AZ 85007-2996

DOCKET CONTROL

T-04302A-10-0412

Re: ***XO Communications Services, Inc. Arizona Tariff No. 7 Revisions***

Dear Mr. McNeil:

Enclosed please find for filing an original and thirteen (13) copies of XO Communications Services, Inc. ("XO") Arizona Tariff No. 7 revisions. These revisions modify Terms and Conditions language.

The following pages are included with this filing:

**7th Revised Page 1**  
**1st Revised Page 15**

This tariff is being filed with an issued date of October 13, 2010 and effective date of November 12, 2010.

Also enclosed is an additional copy and a self-addressed stamped envelope, please return a date-stamped copy of this letter in the envelope provided. Should you have any questions, please contact me by telephone at 703-547-2635 or by email at [daniel.ostroff@xo.com](mailto:daniel.ostroff@xo.com).

Sincerely,

Daniel G. Ostroff  
Senior Regulatory Analyst

Arizona Corporation Commission

**DOCKETED**

OCT 13 2010

Enclosures

DOCKETED BY	nr
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## ACCESS SERVICE

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION
1	7 <sup>th</sup> Rev.	*	26	Original
2	1st Rev.		27	Original
3	Original		28	1st Rev.
4	1st Rev.		29	Original
5	Original		30	Original
6	Original		31	Original
7	1st Rev.		32	Original
8	Original		33	Original
9	1st Rev.		34	Original
10	Original		35	Original
11	Original		36	Original
12	Original		37	Original
13	Original		38	Original
14	Original		39	Original
15	1st Rev.	*	40	Original
16	1st Rev.		41	Original
16.1	Original		42	Original
17	Original		43	1st Rev.
18	Original		44	1st Rev.
19	Original		45	Original
20	Original		46	1st Rev.
21	Original		46.1	Original
22	Original		46.2	Original
23	Original			
24	Original			
25	Original			

\* - indicates those pages included with this filing

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ACCESS SERVICE

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**SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)****2.10 Billing and Payment Arrangements**

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

2.10.2 All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

A. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

B. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2.10.3 In the event the Company incurs fees or expenses, including without limitation attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

(N)  
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(N)

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Issued: October 13, 2010

Effective: November 12, 2010

Kelly Faul – Regulatory Affairs Director  
13865 Sunrise Valley Dr.  
Herndon, VA 20171